

Osage

PPME #2003 (Mixed)

7/1/2005 6/30/2007

**LABOR AGREEMENT**

**Between**

**CITY OF OSAGE**

**And**

**PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES  
LOCAL 2003  
INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES,  
AFL-CIO-CLC**

**7/1/2005 through 6/30/2007**

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## AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between the City of Osage, hereinafter referred to as the "Employer" and PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES, LOCAL 2003, IUPAT hereinafter referred to as the "Union."

### ARTICLE 1: RECOGNITION

1.01 - The public Employer agrees to recognize the Union as the exclusive and sole bargaining agent in all matters pertaining to the wages and hours and their conditions of employment for:

**INCLUDED:** All full-time employees of the City of Osage in the following departments: Cemetery Department, Waste Water Department, Water Department and Street Department.

**EXCLUDED:** City Clerk, Street Superintendent, all employees of the Park and Recreation Department, seasonal employees and all others excluded by section 4 of the Act.

### ARTICLE 2: SEPARABILITY AND SAVINGS

2.01 - If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

### ARTICLE 3: DEFINITIONS

#### 3.01 - Anniversary Date

The anniversary of the calendar date of the employee's original date of hire by the Employer.

#### 3.02 – Union

Public Professional and Maintenance Employees, Local 2003, International Union of Painters and Allied Trades.

#### 3.03 – Employer

The elected officials and appointed supervisors of the City of Osage.

### **3.04 - City**

The City of Osage, Iowa.

### **3.05 - PERB**

The Iowa Public Employment Relations Board.

### **3.06 - Full-Time Employees**

Any employee who works at least thirty (30) hours per week and who works a minimum of 1560 hours per year.

### **3.07 - Probationary Employee**

Each new employee shall be considered to be on probation for a period of six (6) months. The new employee may be terminated for any reason during the probationary period and shall have no right to recourse through the Grievance Procedure. Probationary employees shall receive the same fringe benefits as full-time employees, except that coverage through the group health insurance shall begin at the first available date for enrollment.

### **3.08 - Year**

Year refers to the fiscal year July 1 through June 30 unless otherwise indicated.

## **ARTICLE 4: DISCIPLINE AND DISCHARGE**

### **4.01 Discipline and Discharge**

Employees will be discharged only for just cause.

## **ARTICLE 5: GRIEVANCE PROCEDURE**

### **5.01 - Grievance Steps**

Any employee, group of employees, or the Union who feel they have not been fairly treated in keeping with the labor agreement between City of Osage and P.P.M.E., Local Union 2003 shall first discuss the problem with their immediate supervisor. If the problem is not settled to the employee's satisfaction, the following procedures shall be used:

Step 1: The employee shall, within five (5) working days of the date of the grievance present the grievance in writing to their supervisor or his/her designee specifying the specific provision of this Agreement that the employee feels has been violated. The supervisor or his/her designee shall

reply in writing within five (5) working days of the receipt of the grievance, informing the employee of his/her decision.

**Step 2:** In the event that the Supervisor's decision is not satisfactory to the employee, the employee may, within five (5) working days, present the grievance in writing to the City Clerk. The City Clerk shall review the dispute and where warranted, meet in executive session within ten (10) working days with the parties to the dispute and witnesses called by either party. A written reply to the employee shall be issued within ten (10) working days after the hearing.

**Step 3:** In the event that the grievance remains unresolved after completion of Step 2, the employee and/or the Union shall forward to the City written notice of the intention to proceed to arbitration and will designate the specific provision or provisions of the labor agreement that the Union alleges has been violated. Such notice shall be forwarded within ten (10) working days following the date of the decision in Step 2.

It is expressly agreed and understood that no employee or the Union shall have the right to compel the arbitration of a grievance without the written consent of the other.

**Step 4:** The arbitrator, who shall serve as the impartial determinate of the dispute, shall be selected in the following manner:

- a. By Agreement. The parties shall have a period of forty-eight (48) hours during which they may mutually agree on the selection of the person to serve as the arbitrator.
- b. By Lot. In the event the parties are unable to agree, or the person agreed upon is not available, the parties shall jointly request the Public Employment Relations Board to nominate a panel of five (5) arbitrators. Within five (5) days after receipt of the names of such panel, representatives of the parties shall meet and each party shall alternately strike a name from the list of nominees until one (1) remains. The arbitrator so selected shall be informed of this selection by the parties.
- c. Costs. The costs incurred for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expense and all other costs, shall be borne and divided equally between the City and the Union. Any and all other expenses incurred with respect to the arbitration shall be paid by the party incurring said expenses.

## **5.02 - Arbitrator's Jurisdiction**

The decision of the arbitrator on the issues presented shall be final and binding. The

arbitrator shall not have the right to add to, subtract from, modify or disregard any of the terms or provisions of this Agreement. Further, the foregoing provisions for arbitration are not intended to, nor shall they be construed to apply to any dispute as to the terms and provisions to be incorporated in any proposed new agreement between the parties, or to the matter that the laws of the State of Iowa require to be resolved otherwise.

### **5.03 - Arbitration Procedures**

The procedure to be followed in submitting the difference or dispute to the arbitrator shall be determined by the arbitrator. The arbitrator shall submit his/her decision in written form to both parties within thirty (30) calendar days following the conclusion of the hearing(s), as the case may be.

### **5.04 - Employee Representation**

An aggrieved person(s) shall have the right to be represented at all Levels of the Grievance Procedure by a representative of their choice. In addition, and if not chosen by the employee(s), the Union shall be entitled to participate at any and all stages of the Grievance Procedure.

### **5.05 - Timeliness**

Failure of an employee to adhere to any of the deadlines set forth in this Grievance article shall constitute a waiver of the right to submit a matter to the next step of the grievance process or to binding arbitration. Failure of the City to provide a response within the requisite time period shall constitute a denial of the grievance.

## **ARTICLE 6: HOURS OF WORK AND OVERTIME**

### **6.01 - Workweek**

The workweek for the purposes of computing weekly overtime pay will begin at 12:01 a.m. on Sunday.

### **6.02 - Schedule**

The regular workday for all departments will be 7 a.m. until 4:00 p.m. Monday through Friday, with one (1) hour lunch period, and two (2) fifteen (15) minute coffee breaks (or one (1) one-half (1/2) hour break). For the regular employee of the waste water treatment plant and water department, his/her hours shall be adjusted on Fridays in order to accommodate the weekend checks of the treatment or water plant. In emergency situations, such as snow removal and sewer and water main breaks, the City may call employees in early, or on weekends and holidays. During the normal workweek of Monday through Friday the employee may be sent home after completion of his/her eight (8) hours of work. When employees are sweeping and/or painting streets, their workday may begin as early as 3 a.m. and will be a continuous eight (8)

hour shift.

### **6.03 - Overtime**

Overtime for full-time employees as defined in Section 3.06 shall be paid at the rate of time and one-half (1 1/2) the employee's straight-time hourly rate for hours worked in excess of forty (40) hours per week. Work performed on Saturday and Sunday will be paid for at the rate of time and one-half the employee's straight-time rate with the exception of the regular sanitary sewer superintendent who will check the plant on weekends for exchange of time off on Fridays. Overtime shall not be paid more than once for the same hours worked. All paid leaves shall count as time worked for the purpose of computing overtime. In the distribution of overtime, the Employer will try to appropriate such overtime as has to be worked as equally as possible among the qualified employees in the Department who would normally perform the work if it were done during the regular working hours.

### **6.04 - Compensatory Time**

Employees may elect to convert overtime compensation to compensatory time off at the rate of one and one-half (1 1/2) hours of compensatory time for one (1) hour of overtime worked.

The use of compensatory time off shall be scheduled with the employee's supervisor's permission. Employees may accumulate up to forty (40) hours of compensatory time and it may carry over from anniversary year to anniversary year.

### **6.05 - Meal Periods**

The Employer shall grant without pay, a meal period for all employees. Meal periods will be as near to the middle of the shift as possible. If an employee is expected to work twelve (12) hours or more in any day, he/she will be allowed an additional fifteen (15) minute paid break.

## **ARTICLE 7: LEAVES OF ABSENCE**

### **7.01 - Sick Leave: Accumulation**

Full-time employees shall be credited sick leave of one day per month, twelve (12) days per year. Sick leave may accumulate to a maximum of ninety (90) days). Sick leave will be allowed for employee injury or illness and also to attend to the following members of the employee's family: mother, father, spouse, son, daughter, mother-in-law, father-in-law, step-children, grandchild, son-in-law, daughter-in-law, and adopted children. The leave for family members shall be limited to sixteen (16) hours per contract year.

### **7.02 - Sick Leave: Notification and Verification**

When absences due to sickness are necessitated, the employee shall notify the City or



his/her designee prior to the beginning of his/her scheduled reporting time. In the event of suspected abuse, the Employer may require a doctor's statement at the employee's cost.

#### **7.03 - Funeral Leave - Eligibility**

Each regular full-time employee shall be eligible for a paid leave of absence for a death in the employee's (mother, father, spouse, son, daughter, mother-in-law, father-in-law, step-children, grandchild, son-in-law, daughter-in-law, and adopted children) family of three (3) working days. For the employee's brother, sister, brother-in-law, sister-in-law and grandparent, the employee shall receive two (2) working days. The employee must attend the funeral to qualify for funeral leave pay.

#### **7.04 - Jury Duty Leave**

Any full-time employee who is selected for jury duty or is called as a government witness, shall receive a paid leave of absence for the time spent on such duty. Compensation received by the employee from the Court will be turned over to the City Clerk, with the exception of meal or travel expenses incurred by the employee.

#### **7.05 - Unpaid Leave**

The City may, at its sole discretion, grant an unpaid leave not to exceed three (3) months duration to any employee who needs the time for personal reasons. During an unpaid leave, an employee receives no compensation.

After five (5) working days of unpaid leave, an employee:

- A. Does not earn vacation or sick leave.
- B. Does not collect sick leave benefits.
- C. Does not contribute to retirement programs.
- D. Must reimburse the Employer for all group hospital and medical insurance premiums while on unpaid leave if coverage is desired to be continued.

Employees on Family Medical Leave shall be allowed to save one (1) week of vacation at the employee's option. The employee must notify the Employer prior to taking medical leave if they intend to reserve one (1) week of paid vacation.

#### **7.06 - Injury Leave**

Employees on leave of absence due to an injury covered by the worker's compensation may elect to supplement the worker's compensation benefits with accrued sick leave, vacation and compensatory time. Such supplement shall not result in the employee receiving more than the employee's regular rate of pay.

## **ARTICLE 8: HOLIDAYS**

### **8.01 - Eligibility for Holiday Pay**

An employee shall forfeit the right to payment for any holiday if there is an unexcused absence on the workday immediately preceding or following such holiday.

### **8.02 - Holiday During Vacation**

An employee shall be entitled to an additional vacation day when a holiday occurs during their time off work due to vacation.

### **8.03 - Day of Celebration**

If a holiday enumerated in this section falls on Saturday, the preceding Friday shall be granted. If a holiday enumerated in this section falls on Sunday, the following Monday shall be granted.

### **8.04 - Designated Holidays**

All employees are eligible for the following paid holidays:

1. New Year's Day
2. President's Day
3. One-half (1/2) day (4 hours afternoon) on Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving Day
10. Christmas Eve
11. Christmas Day
12. One floating holidays selected by the employee

### **8.05 - Pay for Holidays and Work on Holidays**

The regular full-time employees shall be paid for each of the holidays set forth above occurring during the period in which he/she is actively at work. Employees who are scheduled to work on any of the recognized and observed holidays enumerated in this Article shall be paid one and one-half (1 ½) the regular hourly rate for all hours worked plus the paid holiday at the straight-time rate.

## **ARTICLE 9: VACATIONS**

### **9.01 - Eligibility**

Full-time and part-time employees shall be entitled to paid vacation on the following

basis.

Completion of one (1) year – 5 days.  
 Completion of two (2) years – 10 days.  
 Completion of ten (10) years – 15 days.  
 Completion of twenty (20) years – 20 days.

Employees will be allowed to take vacation in hourly increments.

No more than forty (40) hours of vacation may be carried forward to the next year. An employee who retires, is terminated, or otherwise leaves the employment of the City, shall receive pay for all accrued vacation.

Vacation shall be computed to the employee's anniversary date for all employees.

#### **9.02 - Vacation Selection and Scheduling**

Vacation selection by the employee(s) shall be granted on a first-come, first-serve basis, meaning that the first employee to request time off on a particular date shall be considered to have a priority for that date for the requested time off. The City, or his/her designee, shall have control of vacation scheduling. Once scheduled, vacations will not be cancelled except in the case of extreme emergency.

#### **9.03 - Holiday Pay on Vacation**

In the event that a paid holiday falls during an employee's vacation period, the employee shall be entitled to one (1) extra day of vacation with pay to be taken on a date selected by the employee, subject to approval of the Employer.

### **ARTICLE 10: SAFETY AND HEALTH**

#### **10.01 - Safety and Health**

Employees shall be furnished eleven shirts, eleven pants/jeans and two coveralls and the City shall provide cleaning of said clothes. Employees will also be reimbursed one hundred fifty dollars (\$150.00) per year for steel-toed footwear, eyewear and additional approved winter clothing the employee may wish to purchase with a maximum accumulation of four hundred fifty dollars (\$450.00). Employees shall furnish proof of purchase in order to receive reimbursement. Employees will be expected to wear the uniforms provided during all scheduled working hours.

### **ARTICLE 11: INSURANCE**

#### **11.01 - Health Insurance Program Structure**

The Employer will make available to each employee the current Blue Cross Blue Shield Alliance Select program \$1000 deductible with 90/10 co-pays that is now in effect. The

City shall reimburse the second five hundred dollars (\$500.00) of the single deductible and also the second five hundred dollars (\$500.00) of the family deductible. Employees may select single or family coverage and the Employer will be responsible for ninety percent (90%) of the premiums each month. The employee will be responsible for ten percent (10%) of the premium each month. The City shall have the right to change carriers and plans so long as the benefits are substantially similar to those in effect at the commencement of a contract year. The City shall consult with the Union before changing carriers, plans or benefits.

#### **11.02 – Supplemental Insurance**

The City agrees to maintain the current AFLAC affiliation for the employees.

#### **11.03 - Life Insurance**

The Employer agrees to continue the current life insurance coverage for each permanent full-time employee.

### **ARTICLE 12: SENIORITY**

#### **12.01 - Seniority Definition**

Seniority means an employee's length of continuous service with the City since their last date of hire. Seniority shall be administered on a Bargaining Unit basis. In the case of more than one employee having the same hire date, seniority shall be determined by the last four digits of their social security number (i.e. 2000 would be higher than 1995).

#### **12.02 - Notice to Union**

The Union shall be furnished with a seniority list and job classifications of all employees covered by this Agreement within thirty (30) days after its execution, and the steward shall receive notice when the employees are to be laid off or recalled.

#### **12.03 - Bidding**

New job openings will be posted for at least five (5) working days. Job postings will be posted at the City shop. A copy of all job postings shall be mailed to the person designated as the Union's business representative. Job postings will designate where the employee is to report to work.

In determining the successful applicant where qualifications, skills and abilities are substantially equal, bargaining unit seniority shall govern.

An employee bidding into a different classification shall be given up to thirty (30) days to satisfactorily perform the job. If such employee fails to satisfactorily perform the job within said period, he/she shall be returned to his/her former position.

Notification shall be given to all unsuccessful unit applicants by the City within five (5) working days following a selection of the decision to reject all bidders. Applicants from outside of the unit may be considered by the Employer after said notifications are provided to those applicants from the bargaining unit.

#### **12.04 - Layoff**

In the event of a layoff or a furlough, temporary and part-time employees shall be laid off first and shall have no recall rights. Layoff of regular full-time employees shall be made on a seniority basis within the classifications provided the remaining employees are qualified or could be qualified within thirty (30) days. Employees shall be recalled in inverse order of layoff and shall be notified in person or by certified mail, return receipt requested, sent to the employee's last known mailing address. It shall be the employee's responsibility to notify the Employer of any change in mailing address. If the employee fails to return to work within five (5) working days, their seniority will be terminated. Employees laid off more than twelve (12) months shall lose all seniority and recall rights.

#### **12.05 - Loss of Seniority**

An employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:

- A. Employee quits.
- B. Employee is discharged for proper cause.
- C. Engaging in other work without prior approval while on leave of absence, or giving false reason for obtaining leave of absence.
- D. Two (2) consecutive days of absence without notice to the Employer, unless evidence satisfactory to the Employer is presented showing the employee was physically unable to give notice.
- E. Failure to report for work upon expiration of a leave of absence.
- F. Failure to report for work within five (5) working days after being notified to return following layoff when notice is given as provided in 12.04 above.
- G. When continuous period of layoff exceeds twelve (12) months.
- H. Employee retires.

It is the employee's responsibility to keep the Employer informed of his/her current address and phone number.

### **ARTICLE 13: JOB CLASSIFICATIONS, WAGES AND COMPENSATION**

#### **13.01 - Wage Rates**

Employees shall be compensated for their regular straight-time hours worked pursuant to the schedule set forth in Exhibit "A," a copy of which is attached hereto and incorporated herein by this reference as though fully set forth.

**13.02 - Mileage**

Employees shall be paid a mileage allowance at the rate set out by the Code of Iowa for all City-required use of employees' personal vehicles. Payment for same will be allowed once per month.

**13.03 - Pay Periods**

Payroll will be every two (2) weeks and payday will be on Friday unless there are unforeseen problems. If Friday is a holiday, payday will be on Thursday.

**13.04 - Longevity**

Employees shall receive additional pay for continuous service from their date of hire as set forth in the following schedule:

Employees hired before June 30, 2002 will be frozen at their current rate of longevity pay. After that time, employees will receive additional longevity pay of twenty-five cents (\$0.25) per hour over base pay rate at each five (5) year anniversary.

**13.05 - Call-in Pay**

Employees called in outside the regular workday shall receive a minimum of one (1) hour pay.

**13.06 - On Call Pay**

Employees who are on a "on call status" will be paid one dollar (\$1.00) per hour for all hours that he/she is on call.

**ARTICLE 14: DUES DEDUCTION****14.01 - Union Dues**

Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Employer will enclose with the deduction a seniority list of unit employees indicating those employees for which dues have been deducted, their rate of pay and addresses.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of

any action taken or not taken by the Employer under the provisions of this Article.

## ARTICLE 15: DURATION

### 15.01 - Term

This Agreement shall be in full force and effect from the first (1st) day of July, 2005, through and including the thirtieth (30th) day of June, 2007, and shall continue in full force and effect from year to year thereafter, unless either party shall give notice as hereinafter provided.

### 15.02 - Notice

Notice, to be effective for purposes of reopening this Agreement, shall be given by one party to the other on or before the fifteenth (15th) day of October in each year preceding the expiration date of this Agreement, or any extension thereof, and shall include therein a statement of the intention of the party to amend, modify, or change this Agreement.

Notice to Union: Mike Scarrow, Business Representative  
PPME Local 2003  
P.O. Box 113  
Mason City, IA 50402-.0113

Notice to Employer: Mayor  
City of Osage  
806 Main, Box 29  
Osage, IA 50461

### 15.03 - Waiver

No waiver or variation of the terms of this Agreement shall be made in this Agreement by any City representative, or any individual employee or group of employees unless the waiver or variation is made with the full knowledge, sanction, and consent of the City and the Union. Further, any unauthorized waiver or variation of the terms of this Agreement by either party shall not constitute a precedent for future enforcement of all terms and conditions included therein.

IN WITNESS WHEREOF, this Agreement has been agreed to and executed by both parties on the 11<sup>th</sup> day of July, 2005.

CITY OF OSAGE

PPME LOCAL #2003, IUPAT

By:

Craig Roalson

By:

Mike Scarrow

By:

Steve [Signature]  
Cathy Penney

By:

Ronald Anderson

LETTER OF UNDERSTANDING  
BETWEEN  
PPME LOCAL 2003 IUPAT  
AND  
CITY OF OSAGE

The following wage schedule shall replace Exhibit "A" base and incumbent pay rates only in the 2005 – 2007 Labor Agreement. All other provisions of Exhibit "A" shall remain in full force and effect.


EXHIBIT "A"  
7/1/05 – 6/30/06

Classification	Base Pay Rate	Incumbent Pay Rate	
Mechanic	\$13.25	Stewart	\$13.62
Public Works – General	\$12.25	Thompson	\$16.05
		Anderson	\$13.01
		Roalfs	\$13.21
Water Superintendent	\$15.25	*Schneider	\$15.25
Sanitary Sewer Superintendent	\$15.25	Westrem	\$15.25

\*\*7/1/06 – 6/30/07

Classification	Base Pay Rate	Incumbent Pay Rate	
Mechanic	\$14.05	Stewart	\$14.42
Public Works – General	\$13.05	Thompson	\$16.55
		Anderson	\$13.81
		Roalfs	\$14.01
Water Superintendent	\$15.75	Schneider	\$15.75
Sanitary Sewer Superintendent	\$15.75	Westrem	\$15.75

  
\_\_\_\_\_  
PPME LOCAL 2003, IUPAT

  
\_\_\_\_\_  
CITY OF OSAGE



**EXHIBIT "A"**  
**7/1/05 – 6/30/06**

<b>Classification</b>	<b>Base Pay Rate</b>	<b>Incumbent Pay Rate</b>	
<b>Mechanic</b>	<b>\$13.25</b>	<b>Stewart</b>	<b>\$13.62</b>
<b>Public Works – General</b>	<b>\$12.25</b>	<b>Thompson</b>	<b>\$16.05</b>
		<b>Anderson</b>	<b>\$13.01</b>
		<b>Roalfs</b>	<b>\$13.21</b>
<b>Water Superintendent</b>	<b>\$15.25</b>	<b>*Schneider</b>	<b>\$15.25</b>
<b>Sanitary Sewer Superintendent</b>	<b>\$14.25</b>	<b>Westrem</b>	<b>\$15.03</b>

**\*\*7/1/06 – 6/30/07**

<b>Classification</b>	<b>Base Pay Rate</b>	<b>Incumbent Pay Rate</b>	
<b>Mechanic</b>	<b>\$13.75</b>	<b>Stewart</b>	<b>\$14.12</b>
<b>Public Works – General</b>	<b>\$12.75</b>	<b>Thompson</b>	<b>\$16.55</b>
		<b>Anderson</b>	<b>\$13.51</b>
		<b>Roalfs</b>	<b>\$13.71</b>
<b>Water Superintendent</b>	<b>\$15.75</b>	<b>Schneider</b>	<b>\$15.75</b>
<b>Sanitary Sewer Superintendent</b>	<b>\$14.75</b>	<b>Westrem</b>	<b>\$15.53</b>

**\*Probationary employees (0-6 months) shall receive 90% on base rate. New employees (7-12 months) shall receive 95% of base rate. Any employee who is officially designated as cemetery sexton shall, while performing the duties of such office, receive a premium of fifty cents (\$ .50) per hour.**

**Any employee designated as "Second in Command" will receive an additional fifty cents (\$ .50) per hour for all hours worked for the City.**

**\*\* If the City receives an insurance increase of seventeen percent (17%) or greater in 2006, the City will be allowed to reopen the second year of the Agreement with the Union and negotiate wages and insurance only. All timelines for re-bargaining the second year of this Agreement shall be waived.**